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EIDSON ASSOCIATES, INC.
PO Box 16204 • 3908 Kipling Avenue • Minneapolis, MN 55416 • Phone: 612-926-9711 • FAX: 612-926-3571

11002 U.S. PTO
09/924233
08/08/01

February 18, 1997

Mr Jon Mathisrud
American Durable, Inc
6080 Claude Way East
Inver Grove Heights, MN 55070

Dear Jon:

I am delighted with our progress on the devices. The fine relationship we have established will, I am certain, lead to a very profitable, interesting, and fun mutual future.

It is important at this time, I feel, for us to set forth in writing the sense of our several conversations regarding this relationship, not so much for you and me personally, but for an uncertain future that may involve others.

We have agreed that American Durable, Inc. ('ADI') shall have first refusal on any and all Veterinary/Herbicide Device opportunities that are presented by Eidson Associates, Inc ('EAI'), and that ADI shall be the exclusive producer of Veterinary Devices for Clients developed by EAI. Exceptions, if and when they may occur, shall be outlined in writing and agreed-upon.

Should ADI decline to produce a device presented by EAI, EAI shall then be free to seek another manufacturer. This action shall be clearly outlined in writing.

It is further agreed that EAI shall be the exclusive Customer of ADI insofar as Veterinary or HerbicideDevices are concerned. Exceptions to this may include devices that do not conflict with EAI Devices, and are agreed upon in writing by EAI.

ADI agrees to invoice EAI for each shipment with mutually agreed-upon trade terms, and at prices that reflect reasonable profit. EAI has responsibility to pay ADI within agreed-upon terms. It is further agreed that no shipments can be forwarded if any invoice is overdue at the time..

EAI shall have the full responsibility for Client contact and shall maintain clear communications on all developments

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In the matter of Client contact, these devices shall usually be offered to major pharmaceutical firms on the basis of a License Agreement In that connection, the parties agree that EAI may apply for a patent on each device, and that this patent shall be the responbsibility and the property of EAI. It is agreed that ADI shall supply EAI with a written release on each device in order for EAI to properly apply for each patent.

It is agreed that ADI shall be free to install unique, patentable components of veterinary or herbicide devices into other non-conflicting devices. Each such aplication shall be indicated and agreed upon in writing..

If the above points reflect our agreement, please sign this letter, retain one copy for yourself, and forward one copy to me for my file.

Thanks a lot..

Cordially,

W L Eidson

EIDSON ASSOCIATES, Inc

By: [signature]

Title: Pres

Date: 3/6/97

AMERICAN DURABLE, Inc

By: [signature]

Title: [illegible]

Date: 3.6.97